

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Minutes of Special Meeting of  
the Board of Directors of the District

March 4, 1972

Upon notice duly given, the Directors of the Southern California Rapid Transit District met at a special meeting in the District Board Room, 1060 South Broadway, Los Angeles, California, at 3:00 p.m. on March 4, 1972, at which time President Norman Topping called the meeting to order.

Directors Charles E. Compton, A. J. Eyraud, Jr., Leonard S. Gleckman, Herbert H. Krauch, Michael E. Macke, Don C. McMillan, Douglas A. Newcomb, Jay B. Price and Norman Topping were present. Directors David K. Hayward and Thomas G. Neusom were absent.

Also present were General Manager Jack R. Gilstrap; General Counsel Richard T. Powers; Manager of Operations George F. Goehler; Manager of Planning & Marketing George L. McDonald; Controller-Auditor-Treasurer J. B. Scatchard; Secretary Virginia L. Rees; and the public.

Board of Directors Recessed in Executive Session at 3:04 p.m.

President Topping announced that the Board of Directors had a very important personnel matter to discuss in Executive Session, and that he would entertain a motion to recess in

Executive Session.

Upon motion duly made, seconded and unanimously carried, the Board of Directors recessed in Executive Session at 3:04 p.m.

The meeting was reconvened at 3:20 p.m., with Directors Charles E. Compton, A. J. Eyraud, Jr., Leonard S. Gleckman, Herbert H. Krauch, Michael E. Macke, Don C. McMillan, Douglas A. Newcomb, Jay B. Price and Norman Topping responding to Roll Call.

Report to Board of Directors by General Manager

President Topping announced that the General Manager would report on the matter considered in Executive Session.

General Manager Gilstrap thereupon reported, as follows:

"Thank you, Mr. President.

In executive personnel session, the staff brought you up to date on the status of our negotiations. A tentative agreement was reached with Division 1277 of the Amalgamated Transit Union at 2:30 a.m. on March 3. The District's Negotiating Team and I have signed a Memorandum of Agreement with the Union representatives today. You have copies of it before you.

For the record, I shall outline some of the key features.

The duration of the contract is to be 33 months. You will recall that the Fact Finding Commission Report recommended a 24-month contract, while the Union wanted a one-year agreement. We strongly believed that we needed a 33-month contract to bring the ATU bargaining unit back to a common expiration date of May 31 so that there is the good possibility that all three union contracts can be negotiated simultaneously in the future. In addition, the 33-month contract benefits the union membership by providing wage and benefit stability over

"a longer period.

The Memorandum of Agreement provides for wage increases of 5.5% each period, to take effect on September 1, 1971; September 1, 1972, and September 1, 1973. There is also a cost-of-living clause which provides for a 1¢ per hour adjustment for every 0.5 increase in the BLS Consumer Price Index Los Angeles-Long Beach area, with the first semi-annual adjustment effective March 1, 1972.

Earned vacations are restructured to allow for three weeks' vacation after five years (instead of after six years of service); four weeks after 14 years until June 1, 1972; then four after 13 years until June 1, 1973, and four after 12 years thereafter. It was previously 4 weeks after 15 years. The 5-week vacation allowance was moved from 22 years' service to 20 years' service. No changes were made in the one-week after one year, and two weeks after two years allowance.

One of the most significant changes is in the Health and Welfare provision. The District has been paying \$33.17 per man per month into the Union administered medical plan. The new agreement would provide for an additional \$4.00 effective September 1, 1971; another \$4.00 on March 1, 1972; \$3.00 on September 1, 1972, and \$4.00 on September 1, 1973. The District's contribution during the last nine months of the contract will be \$48.17 per man per month. This feature is certainly warranted because of the enormous increase in the cost of health care services that has taken place recently.

These, along with minor adjustments in sick leave and bereavement leave, are the most significant changes in the present contract.

Certain terms of this contract do go slightly beyond the Fact Finding Commission's recommendations. However, since the contract is on the basis of 33 months instead of two years as proposed by Fact Finding, we believe that the overall settlement is within the general framework of the Commission's recommendations. Of particular significance is the agreement by labor and management to hold to the 5.5% wage increase per year, which was a key recommendation of the Fact Finding Commission and which is the wage guideline of the President's Wage and

"Price Control Board.

The District believes that this contract is fair to the employees of the bargaining unit, to our patrons and the general public, and is in keeping with the District's responsibilities as a tax-supported public agency.

The increased cost of this contract can be met without a fare increase at this time.

If this agreement is ratified by your Board, regular RTD service will commence Monday morning with our first runs at approximately 3:30 a.m.

Your Negotiating Team and I recommend your ratification of the Memorandum of Agreement and the resulting agreement between the District and Division 1277 of the Amalgamated Transit Union, subject to approval as to form by the General Counsel.

That concludes my report, Mr. President."

After discussion, on motion of Director Newcomb, seconded and unanimously carried, the following resolution was adopted:

RESOLUTION NO. R-72-49

RESOLVED, that the Memorandum of Agreement entered into as of March 3, 1972 between the Southern California Rapid Transit District and the Amalgamated Transit Union, Division 1277, presented to this meeting and attached to these Minutes as Exhibit 1, as well as the Labor Contract resulting therefrom, be and the same is hereby ratified, confirmed and approved; form of agreement subject to approval of the General Counsel.

President Topping, on behalf of the Board of Directors commended the District's Negotiating Team and the representatives of the Amalgamated Transit Union who had negotiated in goodfaith, keeping in mind constantly the welfare of the public and the

riders of the District's services.

Upon motion duly made, seconded and unanimously carried,  
the meeting adjourned.

Virginia K. Rees  
Secretary

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT  
AND THE  
AMALGAMATED TRANSIT UNION, DIVISION 1277

This memorandum constitutes the complete disposition of all matters in connection with the formal notice served by the Amalgamated Transit Union, Division 1277, dated June 22, 1971 to modify, change and/or supplement the existing labor agreement between the Southern California Rapid Transit District and the Amalgamated Transit Union, Division 1277, dated June 1, 1969.

Article 1. Schedule of Wages

Effective September 1, 1971, rates of pay for all classifications of employees except Mechanic "AA" and Specialist classifications shall be increased by 5½%; effective September 1, 1972, the rates of pay will be increased an additional 5½%; and effective September 1, 1973, the rates of pay will be increased an additional 5½%. The Mechanic "AA" and Specialist classifications will receive 10¢ per hour in addition to the rate of pay of a Mechanic "A".

Attached hereto is a breakdown of the basic rates of pay of all employees in the bargaining unit.

Cost of Living

All employees covered by this agreement shall be covered by a cost-of-living provision which will provide that the basic wage rates will be adjusted upward in the amount of 1¢ for each 0.5 change in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index, Los Angeles-Long Beach, all items (1967 equals 100).

The fixed base for the cost-of-living adjustment shall be the month of July, 1971. The first adjustment shall be effective March 1, 1972 in accordance with the changes in the Consumer Price Index ending January, 1972. Thereafter, adjustments shall be made each six (6) months for the duration of the agreement.

Article 2. Special Wage Provisions

Section A.

Amend to provide for the payment of shift differential for an employee working overtime into the second and third shifts.

Section B.

Amend to provide a minimum guarantee of six (6) hours' pay and the proper shift differential to employees called back for work after having punched out and after having left the District property at the end of his regular shift.

Section C.

Transfer this provision relative to "roll-away" tool boxes to Article 24.

Article 3. Overtime

Section B.

Amend to provide that all employees not completing their assignment when working on their regular or assigned days off shall be paid  $1\frac{1}{2}$  times their straight time hours worked at their regular straight time hourly rate of pay.

Article 4. Distribution of Overtime

Amend to provide equitable distribution of overtime among qualified employees on a rotation basis. Failure of an employee to accept overtime when offered will have the same effect as if he had worked as far as this rotation is concerned. Shop Stewards, when available, will conduct the selection of employees to work overtime.

Article 6. Work Shifts and Work Week

Amend to provide an exception to the minimum allowance of eight (8) hours per day for those employees who are absent from duty for part of the day. The payment for time worked will be on a minute basis.

Article 7. Selection of Work Assignments and Shifts and Choice of Working Schedules

Amend to provide for shake-ups every four (4) months in Department 3300 and to provide that a copy of each completed shake-up bid be furnished to the Union.

Article 8. Vacancies and New Positions

Amend to provide that if an employee is moved as a result of a pre-bid, all other pre-bids he may have on file will be nullified.

Article 10. Lay-Offs

Section A. - Add Property Maintainers 'A' - 'B' - 'C' - one classification.

Section C.

Amend to provide that in the event an employee is displaced and unable to displace in his own classification, he shall have the right to displace in another classification in which he is qualified.

Section G.

Amend to provide for a ten (10) day notice to the Union in the event of a lay-off caused by a reduction in force.

Article 13. Leadmen

Section C. Number of Leadmen

Amend to provide that there will be no reduction in the number of Leadmen from that in effect on September 1, 1971 unless there is a reduction in the number of employees in the bargaining unit. In the event there is a reduction, the same ratio of Leadmen will apply as was in effect on September 1, 1971.

Add a provision whereby the District will give consideration to Union recommendations for increases in the number of Leadmen, with the provision that the District's decision will be final.

Article 14. Probationary Period

Amend to increase the probationary period from thirty (30) days to ninety (90) days on the condition that any employee removed from service because of falsification of his employment application after ninety (90) days of employment, shall have the right of investigation and hearing as provided in the agreement.

Article 15. Seniority

Amend to provide for the removal of unit and classification seniority.

Article 16. Leaves of Absence

Amend to provide for the inclusion in the definition of "immediate family" the brothers and sisters of the employee and his spouse.

Article 18. Representation

Amend to provide for the inclusion of the Union's Executive Board, along with the Stewards in conducting of Union business without interference.

Article 19. Grievance Procedure

Section A.

Amend to extend by twenty-four (24) hours the time limits for District officials to answer Union grievances.





Unused sick leave shall be cumulative to a maximum of forty-six (46) days.

Section 3.

Amend to provide for the deletion for cases of venereal disease from the exception for payment of sick leave.

Article 33. Vacations

Section A. Vacation schedule shall be as follows:

- 1 week's vacation after 1 year's continuous service
- 2 weeks' vacation after 2 years' continuous service
- 3 weeks' vacation after 5 years' continuous service
- 4 weeks' vacation
  - In vacation year ending 5-31-72 - 14 years' continuous service
  - In vacation year commencing 6-1-72 - 13 years' continuous service
  - In vacation year commencing 6-1-73 - 12 years' continuous service
- 5 weeks' vacation after 20 years' continuous service

Section K.

Amend to provide for the splitting of weekly periods of the vacations of the employees in the operating divisions. This provision is not applicable to employees at South Park Shops and the Property Maintenance Department.

Article 34. Uniforms

Section A.

Amend to provide that each employee shall be furnished six (6) uniforms and that new uniforms furnished will be regulation white coveralls.

Article 36. Medical Plan

Amend to provide the following payment by the District for Health and Welfare coverage:

- Effective September 1, 1971, \$37.17 per month per employee
- Effective March 1, 1972, \$41.17 per month per employee
- Effective September 1, 1972, \$44.17 per month per employee
- Effective September 1, 1973, \$48.17 per month per employee

Provided that if on or after June 1, 1973, another labor union representing employees of the District receives more than that provided above, this additional amount will be paid by the District on behalf of employees represented by the Amalgamated.

Article 43. Duration, Termination and Renewal

Amend to provide that the term of this agreement shall be from September 1, 1971 to and including May 31, 1974.

New Provision

Add a new provision to the agreement to read as follows:

"If any provision or part thereof of this agreement that may not be put into effect because of applicable legislation, executive orders or regulations dealing with wage and price stabilization, then such provisions or the part thereof that may not be put into effect, including any retroactive requirements thereof, shall become effective only at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this negotiated agreement and any extension thereof."

Letters of Agreement Nos. I, II, III and V will be incorporated into the agreement in the proper article.

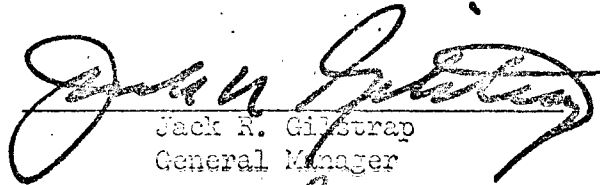
Articles and Sections not amended by the foregoing (except for necessary editing) will remain unchanged.

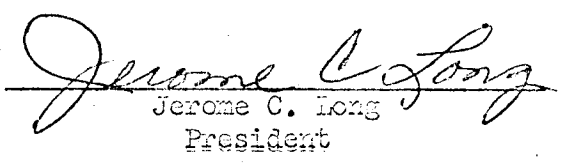
It is understood and agreed that this Memorandum of Agreement is subject to the ratification by the Membership of the Amalgamated Transit Union, Division 1277 and approval of the Board of Directors of the Southern California Rapid Transit District.

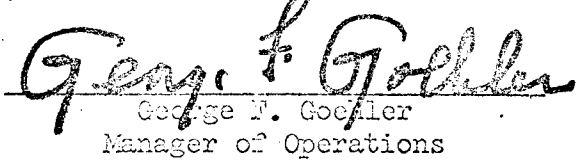
Dated at Los Angeles, California this 3rd day of March, 1972.

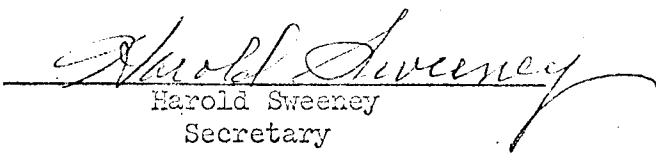
For the Southern California Rapid  
Transit District

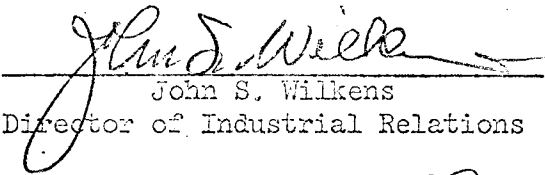
For the Amalgamated Transit Union  
Division 1277

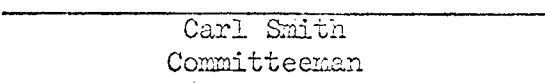
  
Jack R. Gilstrap  
General Manager

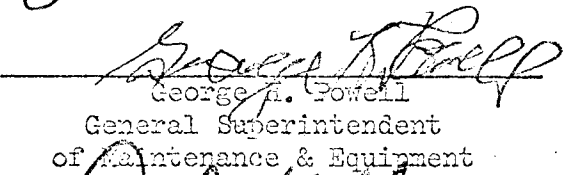
  
Jerome C. Long  
President

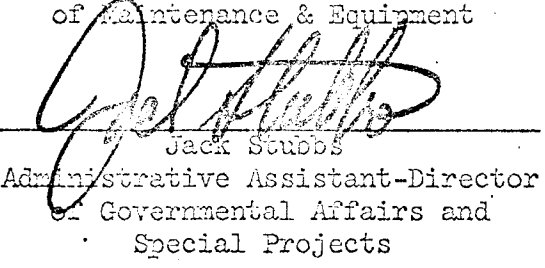
  
George F. Gochler  
Manager of Operations

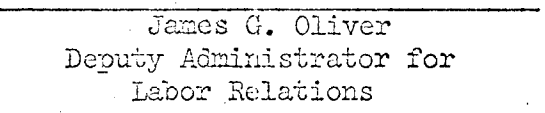
  
Harold Sweeney  
Secretary

  
John S. Wilkens  
Director of Industrial Relations

  
Carl Smith  
Committeeman

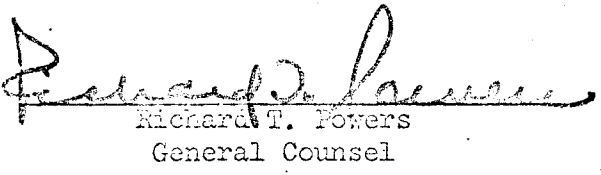
  
George H. Powell  
General Superintendent  
of Maintenance & Equipment

  
Jack Stubbs  
Administrative Assistant-Director  
of Governmental Affairs and  
Special Projects

  
James G. Oliver  
Deputy Administrator for  
Labor Relations

  
Donald J. Cornish  
Staff Assistant

APPROVED:

  
Richard T. Powers  
General Counsel

Article I. Schedule of Wages

<u>Classification</u>	<u>Effective Dates</u>		
	<u>Sept. 1</u> <u>1971</u>	<u>Sept. 1</u> <u>1972</u>	<u>Sept. 1</u> <u>1973</u>
<u>Maintenance &amp; Equipment Dept.</u>			
Cabinet Makers	\$5.53	\$5.83	\$6.15
Electricians	5.53	5.83	6.15
Plumbers	5.53	5.83	6.15
Sheet Metal Workers	5.53	5.83	6.15
Mechanic AA	5.53	5.83	6.15
Mechanic A	5.43	5.73	6.05
Mechanic B	5.28	5.57	5.88
Mechanic C	4.87	5.14	5.42
Utility A	4.63	4.88	5.15
Utility B	4.47	4.72	4.98
Laborer A	4.71	4.97	5.24
Road Janitor	5.10	5.38	5.68
Operator - 15 Ton Crane	5.68	5.99	6.32